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| DOCKET NO.: NNH CV18 6008208 S | : | SUPERIOR COURT |
| | : | HOUSING SESSION |
| | : | |
| TAOM HERITAGE NEW HAVEN, LLC | : | JUDICIAL DISTRICT OF NEW HAVEN |
| | : | |
| V. | : | AT NEW HAVEN |
| | : | |
| FUUN HOUSE PRODUCTIONS, LLC, Et Al | : | NOVEMBER 25, 2018 |

ANSWER TO AMENDED COMPLAINT AND SPECIAL DEFENSES

ANSWER

Count One: Lapse of Time

1. The Defendants have insufficient knowledge to form an opinion or belief as to the allegations set forth in Paragraph 1 of Count One of the Amended Complaint and thereby leave the Plaintiff to its burden of proof.

2. The Defendants admit the allegations set forth in Paragraph 2 of Count One of the Amended Complaint.

3. The Defendants admit the allegations set forth in Paragraph 3 of Count One of the Amended Complaint.

4. The Defendants admit the allegations set forth in Paragraph 3 of Count One of the Amended Complaint.

5. The Defendants have insufficient knowledge to form an opinion or belief as to the allegations set forth in Paragraph 5 of Count One of the Amended Complaint and thereby leave the Plaintiff to its burden of proof.

6. The Defendants have insufficient knowledge to form an opinion or belief as to the allegations set forth in Paragraph 6 of Count One of the Amended Complaint and thereby leave the Plaintiff to its burden of proof.

7. The Defendants admit the allegations set forth regarding the membership interest of Defendant, Forchetti, but denies the remaining allegations set forth of the Paragraph 7 of Count One of the Amended Complaint.

8. The Defendants deny the allegations set forth in Paragraph 8 of Count One of the Amended Complaint.

9. The Defendants deny the allegations set forth in Paragraph 9 of Count One of the Amended Complaint.

10. The Defendants deny the allegations set forth in Paragraph 10 of Count One of the Amended Complaint.

11. The Defendants deny the allegations set forth in Paragraph 11 of Count One of the Amended Complaint.

12. The Defendants admit the allegations set forth in Paragraph 12 of Count One of the Amended Complaint.

13. The Defendants denies the allegations set forth regarding Defendant, Forchetti's possession of the Premises, Forchetti, but admits the remaining allegations set forth of the Paragraph 13 of Count One of the Amended Complaint.

Count Two: Once had the Right or Privilege to Occupy the Premises

1-8. Defendants' answers and responses to Paragraphs 1 through 8 of Count One are incorporated as Paragraphs 1 through 8 of this Count Two.

9. The Defendants deny the allegations set forth in Paragraph 9 of Count Two of the Amended Complaint.

10. The Defendants deny the allegations set forth in Paragraph 9 of Count Two of the Amended Complaint.

11-12. Defendants' answers and responses to Paragraphs 12 and 13 of Count One are incorporated as Paragraphs 11 and 12 of this Count Two.

Count Three: Never had the Right or Privilege to Occupy the Premises

1-6. Defendants' answers and responses to Paragraphs 1 through 6 of Count One are incorporated as Paragraphs 1 through 6 of this Count Three.

7. The Defendant, Forchetti admits the allegations set forth regarding the membership interest of Defendant, Forchetti, but denies the remaining allegations set forth of the Paragraph 7 of Count Three of the Amended Complaint.

8. The Defendant denies the allegations set forth in Paragraph 8 of Count Three of the Amended Complaint.

9-10. Defendants' answers and responses to Paragraphs 9 and 10 of Count Three are incorporated as Paragraphs 9 and 10 of this Count Three.

SPECIAL DEFENSES

First Special Defense

1. The prior owner and landlord, T.S.J., Inc. promised an extended lease period of time, under the same terms and conditions provided by the written lease, to Fuun House Production, LLC, if said Defendant made substantial investment in the Premises.

2. In reliance thereof and to its detriment, said Defendant expended and invested substantial funds in repairing and improving the Premises thereby continuing its tenancy and occupancy of the Premises under said continued lease arrangement.

3. The Plaintiff knew, or should have known through the exercise of the minimum of reasonable due diligence, of the aforementioned continued lease arrangement between said T.S.J., Inc. and said Defendant when it acquired the Premises and assumed said Defendant's lease under the Assignment and Assumption of Lease incorporated by reference as Exhibit B of the Amended Complaint.

4. The time period of said promised continued lease period of time following the end of the written lease between said Defendant and said T.S.J., Inc. has yet to expire.

Second Special Defense

1. The prior owner and landlord, T.S.J., Inc. promised an extended lease period of time, under the same terms and conditions provided by the written lease, to Fuun House Production, LLC, if said Defendant continued its occupancy rather than relocate its business as said, Defendant intended.

2. In reliance thereof and to its detriment, said Defendant continued its tenancy and occupancy of the Premises under said continued lease arrangement, instead passing on the opportunity to timely and orderly relocate its business.

3. The Plaintiff knew, or should have known through the exercise of the minimum of reasonable due diligence, of the aforementioned continued lease arrangement between said T.S.J., Inc. and said Defendant when it acquired the Premises and assumed said Defendant's lease under the Assignment and Assumption of Lease incorporated by reference as Exhibit B of the Amended Complaint.

4. The time period of said promised continued lease period of time following the end of the written lease between said Defendant and said T.S.J., Inc. has yet to expire.

Third Special Defense

1. The written lease referenced and incorporated as Exhibit A in the Amended Complaint provides the following in the event of hold over beyond the term of such lease:

"After the expiration of the term of this Lease or any renewals hereof, if the Tenant does not vacate the demised premises, then such holding over by the Tenant shall not constitute a renewal or extension of this Lease. In such event, the Landlord, at the Landlord's option, may treat the Tenant as a tenant occupying the demised premises on a month-to-month basis, subject to all the terms, covenants and conditions of this Lease, except as to the term thereof and rent to be paid."

Lease, Art. 27 § 1.

2. With regard to parking, said Lease guarantees the Tenant, Fuun House Production, LLC the following:

"1. The Tenant shall have license, in common with other occupants of the property, for the use of the Tenant as well as its customers, visitors, and guests to park automobiles in the parking area provided by and designated by the Landlord, except that the Landlord shall not deny the Tenant the right to have access to and park a minimum of thirty (30) cars in the courtyard.

2. Such license shall be subject to such reasonable rules and regulations that the Landlord may promulgate from time to time.

3. The Tenant shall have the right, at its expense, to operate and/or replace the present entry gate to the courtyard and its locking mechanism ...

4. The Landlord shall be responsible to permit free and unbridled access to the courtyard from Hamilton Street, removing such debris, objects, parts, equipment, or vehicles as are presently there, and, thereafter, as may appear from time to time..."

Lease, Art.29§ 1-4.

3. The Plaintiff has engaged in self help tactics and methods by denying the Defendant access to said parking spaces in changing the lock to gates, removing the Defendant's "parking sign", conducting extensive excavation of the said parking area, placing heavy equipment blocking all ingress and egress and otherwise denying said Defendant access thereby intentionally creating severe financial strain and harm in an effort to making Defendant's conducting of business futile and impossible.

4. The Plaintiff's action in said taking of the parking lot was unfair, unjustified, unconscionable, and as such ought to negate its claims asserted in this summary process action which have been rendered inequitable due to said self-help actions by the Plaintiff.

THE DEFENDANTS,
FUUN HOUSE PRODUCTIONS, LLC &
PETER V. FORCHETTI

By: Anthony P. DiCrosta
Anthony P. DiCrosta
Law Office of Anthony P. DiCrosta, LLC
1948 Chapel Street
New Haven, CT 06516
Tel.: (203)909 6516
Juris No.: 308611

CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid, or emailed to all counsel and pro se parties of record on this 25th of November, 2018, as follows:

Jay R. Lawlor, Esq.
Hoopes, Morganthaler, Raush & Scarmozza, LLC
City Place II - 185 Asylum Street
Hartford, CT 06103-3426

pleadings@hmrslaw.com

By: Anthony P. DiCrosta
Anthony P. DiCrosta
Commissioner of the Superior Court